



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 24, 2002

IN REPLY PLEASE
REFER TO FILE: **PD-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HAWTHORNE BOULEVARD FROM ROSECRANS AVENUE TO
REDONDO BEACH BOULEVARD
LAWNDALE REDEVELOPMENT AGENCY-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration prepared and adopted by the City of Lawndale City Council on April 3, 2000, for the improvement of Hawthorne Boulevard from Rosecrans Avenue to Redondo Beach Boulevard, find that the Negative Declaration adequately describes the Hawthorne Boulevard project for the purposes of the California Environmental Quality Act, and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chairman of the Board to sign the enclosed cooperative agreement with the Lawndale Redevelopment Agency for the project, which provides for the Lawndale Redevelopment Agency to perform the preliminary engineering for the improvements at their expense, finance the entire cost of these improvements, and administer the construction of the project. The agreement further provides for the County to perform the preliminary engineering for installation of fiber optic conduit in conjunction with the aforementioned project and to finance the entire cost of the conduit by utilizing the Los Angeles County Metropolitan Transportation Authority grant funds and other County funds. The construction cost of the project is estimated to be \$11,686,000 with the Lawndale Redevelopment

Agency's share being \$11,244,000, Los Angeles County Metropolitan Transportation Authority grant funds being \$386,000, and the County's share being \$56,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Lawndale Redevelopment Agency proposes to reconstruct the roadway pavement on Hawthorne Boulevard from Rosecrans Avenue to Redondo Beach Boulevard, which is entirely within the City of Lawndale. The work also includes the reconstruction of curb, gutter, sidewalk, raised median, and drainage structures; the construction of wheelchair ramps and bus pads; the modification of traffic signals; and the installation of a street lighting system. In conjunction with the improvements, the County has requested the Lawndale Redevelopment Agency to include the installation of a trunk line for fiber optic conduit at County expense. This conduit will be used for a communication network, which is planned to be deployed by the South Bay Intelligent Transportation System. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

This proposal is also authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadway and installing fiber optic conduit, residents of the City who travel on this street will benefit from improved mobility.

FISCAL IMPACT/FINANCING

The construction cost of the project is estimated to be \$11,686,000, with the Lawndale Redevelopment Agency's share being \$11,244,000, Los Angeles County Metropolitan Transportation Authority grant funds being \$386,000, and the County's share being \$56,000. This project is included in the Fiscal Year 2002-03 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved as to form by County Counsel, provides for the Lawndale Redevelopment Agency to perform the preliminary engineering, administer the construction contract, and finance the entire cost of improvements. The agreement further provides for the County to perform the preliminary engineering for the fiber optic conduit at County expense and to finance the entire cost of this conduit by utilizing the MTA grant funds and other County funds.

ENVIRONMENTAL DOCUMENTATION

The proposed project is located entirely within the City of Lawndale and consists of reconstructing the deteriorated roadway pavement, curb, gutter, sidewalk, raised median, and drainage structures; constructing wheelchair ramps and bus pads; modifying the traffic signals; and installing street lighting system. In conjunction with the improvements, the County has requested the Lawndale Redevelopment Agency to include the installation of a trunk line for the fiber optic conduit at County expense. The enclosed Negative Declaration was prepared by the City of Lawndale pursuant to the California Environmental Quality Act. The City approved the Negative Declaration on April 3, 2000. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this cooperative agreement.

The City of Lawndale has concluded and, we concur, that the proposed fiber optic conduit, as part of the proposed roadway construction improvements, are within the scope of the aforementioned Negative Declaration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Hawthorne Boulevard is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors
October 24, 2002
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CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the Lawndale Redevelopment Agency and approved as to form by County Counsel. Upon approval, please return the two copies marked Lawndale Redevelopment Agency Original to us for processing together with one approved copy of this letter. The copy marked County Original is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C020676
A:\Hawthorne Blvd.wpd

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF LAWNDAL, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Hawthorne Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY proposes to reconstruct the roadway pavement on Hawthorne Boulevard from Rosecrans Avenue to Redondo Beach Boulevard, including the reconstruction of curb, gutter, sidewalk, raised median, and drainage structures; the construction of wheelchair ramps, bus pads and landscaping; the modification of traffic signals; and the installation of a street lighting system, which work is hereinafter referred to as "IMPROVEMENTS"; and

WHEREAS, IMPROVEMENTS also includes the installation of underground conduit for the wiring of a sprinkler system for landscaping and wiring of a street lighting system; and

WHEREAS, COUNTY proposes to install conduit for fiber optic cable on Hawthorne Boulevard between the aforementioned limits to be used for the communications network, which is planned to be deployed by the South Bay Intelligent Transportation System, which work is hereinafter referred to as "CONDUIT"; and

WHEREAS, COUNTY has requested and CITY agrees to include CONDUIT with IMPROVEMENTS; and

WHEREAS, IMPROVEMENTS and CONDUIT together are hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the preliminary engineering for IMPROVEMENTS at CITY expense; and

WHEREAS, COUNTY is willing to perform the preliminary engineering for CONDUIT at COUNTY expense; and

WHEREAS, CITY is willing to perform the contract administration, construction inspection and engineering, materials testing, construction survey, utility engineering and relocation, and traffic detour for PROJECT; and

WHEREAS, the "CONSTRUCTION COST OF IMPROVEMENTS" includes the costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility engineering and relocation, and traffic detour for IMPROVEMENTS, as more fully set forth herein; and

WHEREAS, the "CONSTRUCTION COST OF CONDUIT" includes the costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility engineering and relocation, and traffic detour for CONDUIT, as more fully set forth herein; and

WHEREAS, CITY is willing to finance the entire CONSTRUCTION COST OF IMPROVEMENTS; and

WHEREAS, COUNTY will secure and obtain grant funds from the MTA for CONDUIT in the amount of Three Hundred Eighty-six Thousand and 00/100 Dollars (\$386,000.00) and will provide matching funds of Fifty-six Thousand Five Hundred and 00/100 Dollars (\$56,000.00) to be utilized toward the CONSTRUCTION COST OF CONDUIT; and

WHEREAS, COUNTY is willing to finance the entire CONSTRUCTION COST OF CONDUIT by utilizing the MTA grant funds and COUNTY matching funds, currently estimated to be Four Hundred Forty-two Thousand and 00/100 Dollars (\$442,000.00); and

WHEREAS, the total CONSTRUCTION COST OF PROJECT is currently estimated to be Eleven Million Six Hundred Eighty-six Thousand and 00/100 Dollars (\$11,686,000.00) with CITY'S share being Eleven Million Two Hundred Forty-four Thousand and 00/100 Dollars (\$11,244,000.00), MTA grant funds being Three Hundred Eighty-six Thousand and 00/100 Dollars (\$386,000.00), and COUNTY matching funds being Fifty-six Thousand and 00/100 Dollars (\$56,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code and Section 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(3) CITY AGREES:

- a. To perform the preliminary engineering for IMPROVEMENTS at CITY expense.

- b. To perform contract administration, construction inspection and engineering, material testing, and construction survey for PROJECT.
- c. To finance the entire CONSTRUCTION COST OF IMPROVEMENTS.
- d. To prepare the necessary environmental document and make the required environmental finding.
- e. To advertise PROJECT for construction bids, to inform COUNTY of the content of the bids received, to award the construction contract after approval by COUNTY, and to administer the construction contract.
- f. To furnish COUNTY with information on all contract change orders for CONDUIT and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) e., below.
- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total CONSTRUCTION COST OF CONDUIT including an itemization of actual unit costs and actual contract quantities for CONDUIT.
- i. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.
- j. To coordinate on future use of CONDUIT to insure that sufficient capacity is allocated in CONDUIT for regional transportation purposes.

(2) COUNTY AGREES:

- (1) To secure and obtain MTA grant funds to be utilized to finance CONSTRUCTION COST OF CONDUIT.
- b. To perform the preliminary engineering for CONDUIT at COUNTY expense.
- c. To finance the entire CONSTRUCTION COST OF CONDUIT by utilizing MTA grant funds and COUNTY matching funds, the amount of which is to be determined by a final accounting of PROJECT costs.
- d. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand by CITY, sufficient funds to finance the entire

CONSTRUCTION COST OF CONDUIT, currently estimated to be Four Hundred Forty-two Thousand and 00/100 Dollars (\$442,000.00). Said demand will consist of a billing invoice prepared by CITY.

- e. To review any change orders for CONDUIT and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with change orders.
- f. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The "CONSTRUCTION COST OF IMPROVEMENTS," as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction engineering and inspection, construction survey, required materials, utility relocation, traffic detour, final signing and striping, and all other work and materials necessary to construct IMPROVEMENTS in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. The CONSTRUCTION COST OF IMPROVEMENTS shall not include the cost of preliminary engineering for IMPROVEMENTS.
- b. The "CONSTRUCTION COST OF CONDUIT," as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction engineering and inspection, construction survey, required materials, utility relocation, traffic detour, final signing and striping, and all other work and materials necessary to construct CONDUIT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. The CONSTRUCTION COST OF CONDUIT shall not include the cost of preliminary engineering for CONDUIT.
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the

aforementioned items.

- d. The cost of the "construction contract," as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor for IMPROVEMENTS and CONDUIT.
- e. If CONSTRUCTION COST OF CONDUIT, based upon the final accounting, exceeds COUNTY'S payment, as set forth in paragraph (2) d., above, COUNTY shall finance the difference. Conversely, if CONSTRUCTION COST OF CONDUIT is less than COUNTY'S payment, CITY shall refund the difference to COUNTY.
- f. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of CONDUIT. COUNTY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of PROJECT as needed.
- g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Blane Frandsen
Director of Public Works
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

COUNTY: Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and

agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830 et seq. of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- j. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- k. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32065 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LAWNDALE on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
DEPUTY

LAWNDALE REDEVELOPMENT AGENCY

By _____
CHAIRMAN

ATTEST:

APPROVED AS TO FORM:

By _____
Secretary

By _____
Agency Counsel